

**CONTRACT FOR**  
New Construction  
Dearborn County, Indiana  
2007

**RECEIVED**  
APR 27 2007  
DEARBORN COUNTY ASSESSOR

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**CONTRACT FOR**  
New Construction 2007  
Dearborn County, Indiana  
ARC #07-IN-367-00-10P



THIS CONTRACT is entered into this 15 day of MAY, 2007, by and between the Dearborn County Commissioners representing the Dearborn County Assessor, hereinafter referred to as "Assessors" and Appraisal Research Corporation, an Ohio Corporation with an office in Greensburg, Indiana, licensed to do business in Indiana, hereinafter referred to as "ARC".

WHEREAS the Assessors have determined that ARC is a Professional Appraiser, as such term is defined in I.C. 6-1.1-4-17(c), and desire to retain ARC to aid in the assessment of property within the County.

WHEREAS the Assessors have fulfilled all statutory conditions precedent to retaining ARC as Professional Appraisers.

WHEREAS, the Assessors want to retain ARC, and ARC desires to be retained by the Assessors in accordance with the terms of this contract to perform certain services as Professional Appraisers for the Assessors.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Assessors and ARC enter into this contract.

## ARTICLE I SERVICES TO BE RENDERED

ARC shall receive from the Assessors the building permit attached to the property record card, in addition to any other pertinent information, for each parcel to be reviewed under this contract.

ARC shall have access to reassessment or current tax maps in order to facilitate parcel location and routing. ARC shall visit each parcel to measure and list new construction, check for destroyed property, and correct any errors or omissions on the property record card.

ARC shall be responsible for visiting each parcel identified by permit that is forty (40) percent complete as of March 1, 2007 and gathering all information necessary to value said properties according to the 2002 Real Property Guideline.

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ARC shall take a digital photograph of any improvement having a major change, such as a new dwelling or major addition and attaching it to the CAMA parcel record. Decks and/or yard items shall not be considered a major change.

ARC shall be responsible for entering all changes to parcel characteristic data as a result of new construction review activities into the County's Computer Assisted Mass Appraisal (CAMA) system.

The Assessors shall provide ARC unrestricted access to their CAMA system throughout the term of the project in order to facilitate a process of continuous data entry activity.

ARC shall be available to provide defense of value should an appeal be filed on an assessment. This defense shall include, but not be limited to, pre-hearing conferences, Property Tax Assessment Board of Appeal, Department of Local Government Finance or Tax Court support. Five (5) days of this support shall be included in the contract with a fee of four hundred dollars (\$400.00) per person day for each additional day of service requested for defense of values.

ARC shall provide field personnel with suitable identification cards, which shall include an up-to-date photograph supplied by ARC. The Assessors shall identify all ARC field personnel and their vehicles to the appropriate local law enforcement officials and notify those officials when personnel are in the field.

ARC shall provide other technical services as may be required by the Assessors, when requested. ARC and the Assessors shall perform such services through the use of a Work Order authorizing payment to ARC at prevailing rates (Exhibit A), or by Addendum to this Contract.

ARC understands that the Assessors' CAMA vendor shall be responsible for generating a complete parcel characteristics and parcel assessment data from said CAMA system in a manner and format acceptable to the Legislative Services Agency and the Department of Local Government Finance.

ARC understands that the Assessors' CAMA vendor shall be responsible for adequately providing the creation and transmission of real property assessment data from said CAMA system in the form required by the Legislative Services Agency and the Division of Data Analysis of the Department of Local Government Finance.

Final determination of assessed value is and shall remain the responsibility of the Assessors.

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## ARTICLE II TERM OF AGREEMENT

ARC shall begin the services set forth in this contract on June 1, 2007. All work, except defense of values, shall be concluded by September 31, 2007.

This contract shall remain in force until either party notifies the other of their intent to discontinue further service. Whereas the dates and deadlines are established in this contract, the same shall be extended by one (1) year and continue annually until either party gives written notice to the other party thirty (30) days prior to their intent discontinue further service.

## ARTICLE III CONSIDERATION

As compensation for ARC's performance of its obligations under this contract, except for those requiring additional charges, the Assessors agree to pay ARC a fee of thirty-nine thousand nine hundred ninety-five dollars (\$39,995) for 1,200 residential / agricultural parcels and 150 commercial / industrial parcels. For parcels over the above stated quantity a fee of twenty-two dollars (\$22.00) per residential / agricultural parcel and seventy dollars (\$70.00) per commercial / industrial parcel shall be added or subtracted to the fee stated herein.

## ARTICLE IV TIME AND MANNER OF PAYMENT

Payment shall be made in four (4) equal installments. ARC shall submit a claim for payment for work done under this contract during the previous month. Payment shall be processed in the fashion customarily used by the Assessors in processing claims and is due thirty (30) days after the date of each billing. Failure of the Assessors to make payment shall entitle ARC to temporarily suspend further performance of this agreement without liability.

## ARTICLE V PENALTIES

Payment due to ARC shall be reduced by one hundred dollars (\$100.00) per business day, excluding Saturdays, Sundays and Holidays, for each business day after September 31, 2007 that review by ARC remains incomplete.

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## ARTICLE VI DELAYS

Whenever either the ARC or the Assessors have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, they shall provide written notice of the delay to the other party including all relevant information with respect to the actual or potential cause of delay.

## ARTICLE VIII QUALITY CONTROL AND PROJECT INSPECTION

The Assessors may inspect the work being done by ARC during the program, and/or assign one or more staff personnel to work with ARC to assure a high quality and thorough program.

## ARTICLE IX TERMINATION

The Assessors may terminate this contract, if by majority vote they determine that ARC has failed to make satisfactory progress toward performance. In such case, the Assessors shall transmit a Termination Notice of the fault to ARC by certified mail, return receipt requested, at least thirty (30) days prior to the proposed termination date, and ARC shall be given thirty (30) days in which to remedy the condition which has caused the Termination Notice or suffer termination.

## ARTICLE X CONTRACTOR CERTIFICATION; CONTRACT VOID ON REVOCATION

ARC is certified as a "Professional Appraiser" under I.C. 6-1.1-31.7 in order to enter into this contract. ARC represents and warrants its certification as a "Professional Appraiser" under I.C. 6-1.1-31.7 at the time of entering into this contract; and shall take all steps necessary to remain certified as a "Professional Appraiser" under I.C. 6-1.1-37.7 through the term of the contract.

In accordance with I.C. 6-1.1-31.7-4, this contract is void and ARC may not receive additional funds under this contract, if ARC's certification as "Professional Appraiser" under I.C. 6-1.1-31.7-4 is revoked.

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## ARTICLE XI INDEPENDENT CONTRACTOR

In the performance of this contract, ARC shall be acting in an individual capacity and not as an agent, employee, partner, party to a joint venture, or associate of the Assessors. The employees or agents of ARC shall not be deemed or construed to be the employees or agents of the Assessors for any purpose whatsoever.

## ARTICLE XII LIABILITY

ARC agrees to indemnify, defend, and hold harmless the Assessors and their townships and county, and all agents, officers and employees, of those townships and county, from all claims and suits including, court costs, attorney's fees, and other expenses, caused by any act or omission of ARC and/or its subcontractors in connection with this contract.

## ARTICLE XIII SUBCONTRACTING

ARC shall obtain prior written approval of the Assessors before subcontracting any portion of this contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials.

## ARTICLE XIV CONFIDENTIAL NATURE OF APPRAISAL DATA

ARC shall assure that no individual on ARC's staff shall disclose any appraisal information to any individual, firm or corporation other than appropriate public officials and their authorized agents. Any data, which is to be released, shall be provided to the Assessors who shall provide for its release. However, the Department of Local Government Finance and the Legislative Services Agency shall have unrestricted access to ARC's work product under this contract.

## ARTICLE XV FORCE MAJEURE

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the either party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

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## ARTICLE XVI INSURANCE AND WORKER'S COMPENSATION

ARC shall carry automobile, public liability and worker's compensation in the minimum amounts as shown below:

<u>Type</u>	<u>Coverage</u>	<u>Amount</u>
Automobile	Bodily injury	\$100,000/\$300,000
	Property Damage	\$100,000
Public Liability		\$100,000/\$300,000
Worker's Compensation		Statutory requirement

If requested, a certificate from an insurance carrier authorized to do business within the State of Indiana shall be furnished to the Assessors attesting to the above coverage.

## ARTICLE XVII NON-DISCRIMINATION

In compliance with I.C. 22-9-1-10, ARC, and their subcontractors if any, covenant and agree that they shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this contract.

## ARTICLE XVIII MAINTAINING A DRUG-FREE WORKPLACE

ARC hereby covenants and agrees to make a good faith effort to provide and maintain during the term of the contract a drug-free workplace, and that it shall give written notice to the Assessors within ten (10) days after receiving actual notice that an employee of ARC has been convicted of a criminal drug violation occurring in ARC's workplace.

## ARTICLE XIX GENERAL PROVISIONS

This contract sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings between the Assessors and ARC relating thereto. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this contract, and neither party shall be bound by, or liable

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for, any alleged representation, promise, inducement or statement of intention not so set forth.

No waiver, alteration, modification, or cancellation of any of the provisions of this contract shall be binding unless made in writing and signed by all those signing the contract, or their successors in office (with respect to the Assessors) or their administrators, successors or assigns (with respect to ARC). The failure of either party at any time or times to require performance of any provision hereof shall not be considered a waiver and shall in no manner affect the right at a later time to enforce such provision.

In the event that one or more of the provisions contained in this contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this contract. If any provision contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

This contract shall be subject to and interpreted in accordance with the laws of the State of Indiana and suit, if any, shall be brought in Indiana courts.

This contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives; provided, however, that the rights, duties and privileges of ARC hereunder may not be transferred, sublicensed or assigned by it, either in whole or part, without the prior written consent of the Assessors.

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IN WITNESS THEREOF, the parties have executed this contract by their duly authorized offices.

DEARBORN COUNTY, INDIANA

\_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Auditor

Date: 5-15-07

\_\_\_\_\_  
Assessor

Date: 5-15-07

APPRAISAL RESEARCH CORPORATION

\_\_\_\_\_  
Richard F. Hoffman, Esq.  
Vice-President

Date: 23 APR 07

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## EXHIBIT A

STATEMENT OF FEES  
APPRAISAL RESEARCH CORPORATION

Senior Designated Appraiser	\$150.00 per hour
Designated Appraiser	\$125.50 per hour
Senior Level II Assessor	\$100.00 per hour
Level II Assessor	\$75.00 per hour
Computer Systems Analyst	\$85.00 per hour
Real Estate Information Tech	\$55.00 per hour
Data Entry Supervisor	\$47.50 per hour
Clerical Support	\$30.00 per hour

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